

MISSOURI PACIFIC RAILROAD CO.

IES A. HESSE 622-2024
STANT GENERAL COUNSEL

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RAL ATTORNEY - COMMERCE

TEL. (314) 622-0123

REGISTRATION NO. 7148 B Filed & Recorded

ARLES P. LIPPERT 622-2021
ERT W. YOST 622-2015
RAL ATTORNEYS

LAW DEPARTMENT

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MARK M. HENNELLY
VICE PRESIDENT AND GENERAL COUNSEL
622-2025

INTERSTATE COMMERCE COMMISSION

ERT S. DAVIS 622-2011
HARD S. M. EMRICH, III 622-2013
ERCE COUNSEL

December 31, 1976

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ALD E. MOLLOY 622-2016
L E. LITTLETON 622-2017
L J. M. RUTTERER 622-2866
STANT GENERAL ATTORNEYS

ICC Washington D.C.

Re: Chicago & Eastern Illinois Railroad Conditional Sales Agreement,
Dated as of September 1, 1973, Chemical Bank, Assignee. Originally
recorded with ICC - Rec. No. 7148 - September 6, 1973 - 1:55 p.m.

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Oswald:

Enclosed for filing and recording pursuant to Sec. 20c of the
Interstate Commerce Act and 49 Code Fed. Regs. Sec. 1116.1(a), et seq.,
are five executed counterparts of an Assumption Agreement to the Condi-
tional Sale Agreement between the Builder, ACF Industries, Incorporated
as Vendor, and Chicago & Eastern Illinois Railroad Company, Vendee, and
Chemical Bank, Assignee, said document dated as of September 1, 1973.

The instrument transmitted herewith for filing and recording,
consisting of the Assumption Agreement, covers the following equipment:

<u>No. of Units</u>	<u>Description</u>
350	100-Ton 4600 Cu. Ft. Covered Hopper Cars, numbered C&EI 717650-717999

AAR Class or Mechanical Designation: LO

The names and addresses of the parties to the transaction set forth
in this instrument for filing and recording are:

Assignee: Chemical Bank
20 Pine Street
New York, New York 10015

Old Vendee: Chicago & Eastern Illinois Railroad
210 N. 13th Street
St. Louis, Missouri 63103

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I.C.C.

Mr. Robert L. Oswald

-2-

December 31, 1976

New Vendee: Missouri Pacific Railroad Company
 210 N. 13th Street
 St. Louis, Missouri 63103

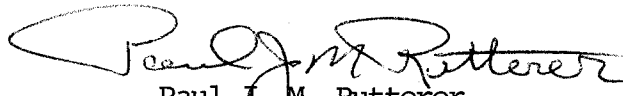
Voucher for \$10 to cover filing and recording fee is enclosed.

Upon filing and recording of the original document, three counter-
parts thereof, showing thereon the Commission's recordation data, should be
returned to:

Mrs. Judy C. Durand
Missouri Pacific Railroad Company
337 National Press Building
Washington, D.C. 20045
(Tel.: 628-2921)

who will arrange to call for same upon telephone advice that recordation has
been accomplished.

Yours very truly,


Paul J. M. Rutterer

PJMR:js
Enclosures

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INTERSTATE COMMERCE COMMISSION

ASSUMPTION AGREEMENT

THIS AGREEMENT, made and entered into as of October 15, 19 76, between and among Chemical Bank, (hereinafter sometimes called Assignee), party of the first part; Chicago & Eastern Illinois Railroad Company, an Indiana corporation (hereinafter called C&EI), party of the second part; and Missouri Pacific Railroad Company, a Missouri corporation (hereinafter called MoPac), party of the third part:

W I T N E S S E T H:

WHEREAS, C&EI, pursuant to the provisions of a Plan and Joint Agreement of Merger between it and MoPac dated July 29, 1974, is to be merged into MoPac with MoPac remaining as the surviving corporation, which transaction has been approved by the Interstate Commerce Commission in a Certificate and Order dated May 4, 1976 in Finance Dockets 27773 and 27774, presently effective, and

WHEREAS, pursuant to said Plan and Joint Agreement of Merger, MoPac, as surviving corporation, will succeed to all property, rights, privileges, powers and franchises belonging to C&EI, including but not limited to title to all personal property vested in C&EI by deed or otherwise, and shall be responsible and liable for all the liabilities and obligations to T&P, and

WHEREAS, legal title to certain C&EI equipment is vested in Assignee by virtue of an Assignment, dated as of the 1st day of September, 19 73, from ACF Industries,

Incorporated, the manufacturer of said equipment, which conditionally sold the same to C&EI, pursuant to the provisions of a Conditional Sale Agreement between the manufacturer and C&EI dated as of the 1st day of September, 1973, (said Conditional Sale Agreement and Assignment, which was recorded on the 6th day of September, 1973, with the Interstate Commerce Commission and bears Recordation No. 7148, being hereinafter sometimes referred to as the "Conditional Sale Agreement");

and

WHEREAS, C&EI and MoPac have agreed that all right, title and interest of C&EI in and to the equipment specified in aforesaid Conditional Sale Agreement shall become the right, title and interest of MoPac, subject to all of C&EI's obligations thereunder including, but not limited to, the outstanding indebtedness due under said Conditional Sale Agreement defined in the preceding paragraph; and

WHEREAS, C&EI now desires to assign all of its right, title and interest in and to the said equipment specified in said Conditional Sale Agreement to MoPac, without recourse, and MoPac is willing to assume the obligations of C&EI with reference to the equipment specified in said Conditional Sale Agreement, including specifically, the obligation to pay the remaining principal balance and interest due thereon in the amounts and at the rates shown in said Conditional Sale Agreement; and the Assignee is willing to permit such assignment and accept such assumption.

NOW, THEREFORE, in consideration of the premises and of the payment by each C&EI and MoPac of the sum of One Dollar (\$1.00) to the Assignee, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. C&EI hereby assigns to MoPac all of its right, title and interest in and to the equipment specified in said Conditional Sale Agreement between ACF Industries, Incorporated manufacturer, C&EI, and Chemical Bank, Assignee, dated the 1st day of September, 19 73, without recourse against C&EI. C&EI expressly disclaims and refrains from making any warranty to MoPac, either express or implied, as to quantity, quality, condition, suitability or merchantability of such equipment.

2. MoPac hereby accepts the assignment of C&EI's right, title, and interest in and to the equipment specified in said Conditional Sale Agreement, without recourse on C&EI, and upon the terms and conditions specified above, and hereby assumes and covenants and agrees to and with Assignee that, with respect to said equipment, it will keep, perform and observe, subject to the conditions thereof, all the terms, covenants and conditions in said Conditional Sale Agreement contained which, but for this assignment, were to be kept, performed and observed, including punctual payment as and when due of the remaining balance of principal and interest due on such equipment.

3. Assignee joins herein for the sole purpose of evidencing its consent to the assignment by C&EI to MoPac of

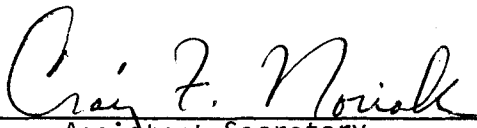
its right, title and interest in and to the equipment referred to in said Conditional Sale Agreement, without recourse on C&EI, and MoPac's assumption of T&P's obligations thereunder upon the terms and conditions specified above.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CHEMICAL BANK

By 
Vice President

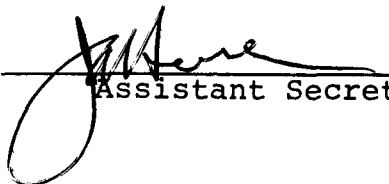
ATTEST:


Assistant Secretary

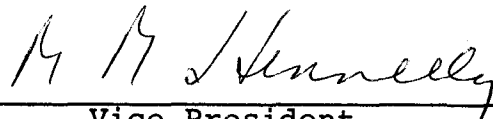
CHICAGO & EASTERN ILLINOIS RAILROAD
COMPANY

By 
Vice President

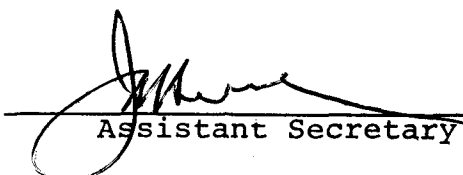
ATTEST:


Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By 
Vice President

ATTEST:


Assistant Secretary

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

I, Sophie LaDue, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY
that Preston I. Carnes, Jr., and Craig F. Novak,
personally known to me to be Vice President and Assistant
Secretary of Chemical Bank, and personally
known to me to be the same persons whose names are subscribed
to the foregoing instrument, appeared before me this day in
person and severally acknowledged that as such Vice President
and Assistant Secretary they assigned said instrument and
caused the corporate seal of said corporation to be affixed
thereto, pursuant to authority given by the Board of Directors
of said corporation as their free and voluntary act, and as
the free and voluntary act and deed of said corporation, for
the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th
day of January, 1977.

Sophie LaDue

Notary Public

SOPHIE LA DUE

Notary Public, State of New York

No. 30-7401525

Qualified in Nassau County

Commission Expires March 30, 1978

My commission expires: _____

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